



## MHCOC Form 13-B: Deferred Payment Agreement – COVID 19

Revised 4-2-2020

***This Form 13-B is intended for use by Oregon manufactured housing communities located outside the jurisdictions of the City of Portland and/or Multnomah County.***

Name of Community/Park:

Address:

Effective Date: \_\_\_\_\_

Resident(s): \_\_\_\_\_

Address: \_\_\_\_\_

***This Agreement amends Tenant’s Rental/Lease Agreement. It represents an effort by Landlord to extend one or more rent concessions to Tenant due to a substantial wage loss resulting from the COVID-19 Pandemic (“Program”). It is temporary only and there is no guarantee of renewal. However, it is a legal document, and, where necessary, should be reviewed by each party’s legal counsel before signing.***

**Definition.** For purposes of this Agreement, the term “rent” shall also include fees, utility and service charges payable directly to Landlord. Fees, utility and service charges payable by Resident to other third-party providers are not “rent” under this Agreement, and shall remain Resident’s sole responsibility during the Moratorium defined below.

**Eligibility.** In order to be eligible to participate in the Program, Tenant must:

1. Demonstrate a substantial loss of income resulting from the COVID-19 Pandemic (including County, State, and Federal restrictions imposed to mitigate its spread); and
2. Provide Landlord with documentation or other objectively verifiable means of such substantial loss confirming that they are unable to timely pay rent as a result of the COVID-19 Pandemic; and
3. Provide such notification to Landlord on or before the date rent is due under Resident’s Rental/Lease Agreement.

**Agreement.** Landlord acknowledges that Resident has provided timely and satisfactory evidence of a substantial wage loss resulting from the COVID-19 Pandemic. Accordingly, Landlord and Resident agree to the following rent concession for the months described below (“Concession Period”):

1. During the Concession Period, Resident agrees to pay Landlord a reduced monthly rent in the amount of \$\_\_\_\_\_/month.
2. The Concession Period shall be for the months of: \_\_\_\_\_  
\_\_\_\_\_. Immediately upon the first day of the month following the last day of the Concession Period, the full amount of regularly scheduled rent due under Resident’s

Rental/Lease Agreement shall be paid, and such payments shall continue on the first day of each month thereafter.

3. Unless otherwise agreed in writing: (a) Nothing contained herein shall be construed to relieve Resident from the duty to repay all unpaid rent; and (b) All unpaid rent must be paid within (*Select one*): [ ] three (3) months; [ ] \_\_\_\_\_ months, following expiration of the Concession Period (“Repayment Period”);
4. No late fees shall be charged for rent that, by agreement, was unpaid during the Concession Period;
5. Landlord will not file for eviction due to unpaid rent accrued during the Concession Period, but reserves the right to do so later if it is not repaid within the Repayment Period;
6. This Agreement shall not apply to any non-rent sums due to Landlord under Resident’s Rental/Lease Agreement (e.g. utilities, fees, or other charges **paid to third parties other than the landlord**) which shall remain due and payable on time.
7. Except as otherwise proved herein, Landlord reserves the right to fully enforce the terms of Resident’s Rental/Lease Agreement.

**Nonwaiver.** Resident agrees that any nonpayment of rent occurring under this Agreement shall not constitute a waiver of the right to thereafter collect it under applicable Oregon law following the Repayment Period. Time is declared to be of the essence.

**Additional Provisions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By signing below, Resident certifies that the documentation or other objectively verifiable information supporting a substantial wage loss is true and correct to the best of his/her knowledge. In the event that through other income or employment, Resident’s wage loss is reduced or eliminated, Landlord will be promptly notified, and this Agreement shall either be terminated or modified accordingly.**

RESIDENT \_\_\_\_\_ Date \_\_\_\_\_

RESIDENT \_\_\_\_\_ Date \_\_\_\_\_

LANDLORD/AGENT \_\_\_\_\_ Date \_\_\_\_\_

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